



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

**AGENDA
FOR THE REGULAR MEETING OF THE
LOS ANGELES COUNTY HOUSING COMMISSION
WEDNESDAY, JUNE 25, 2008
12:00 NOON
CARMELITOS COMMUNITY CENTER
851 VIA CARMELITOS
LONG BEACH, CA 90805
(562) 423-5464**

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1. **Call to Order**

2. **Roll Call**

Severyn Aszkenazy, Chair
Adriana Martinez, Vice Chair
Philip Dauk
Lynn Caffrey Gabriel
Henry Porter, Jr.
Alberta Parrish

3. **Reading and Approval of the Minutes of the Previous Meetings**

Regular Meeting of May 28, 2008

4. **Report of the Executive Director**

5. **Public Comments**

The public may speak on matters that are within the jurisdiction of the Housing Commission. Each person is limited to three minutes.

6. **Staff Presentations**

No Staff Presentations

Regular Agenda

7. **Adopt Resolution Approving Issuance of Multifamily Housing Mortgage Revenue Bonds for Multifamily Housing in Unincorporated West Athens/Westmont (2)**

Recommend that the Board of Commissioners adopt and instruct the Chair to sign the attached Resolution, as required under Treasury Regulations, declaring an intent by Normandie Senior Housing Partners L.P., a California Limited Partnership, to undertake bond financing in an amount not exceeding \$8,000,000 to finance the site acquisition and construction of 105th Street & Normandie Senior Housing, a 62-unit multifamily rental housing development to be located at 10402, 10408, 10410 and 10426 South Normandie Avenue, 1344 West 104th Street and 1335 West 105th Street in unincorporated West Athens/Westmont; authorize the Executive Director to submit an application to the California Debt Limit Allocation Committee (CDLAC) for a private activity bond allocation in an aggregate amount not exceeding \$8,000,000 for the purposes described herein. (APPROVE)

8. **Approve and Adopt a Resolution Accepting the Transfer of Housing Choice Vouchers from the Housing Authority of the City of Lomita to the Housing Authority of the County of Los Angeles (All Districts)**

Recommend that the Board of Commissioners find that the transfer of Section 8 Housing Choice Vouchers is not subject to the provisions of the California Environment Quality Act (CEQA), as described herein, because the activity is not defined as a project under CEQA; approve the transfer of Section 8 Housing Choice Vouchers budget authority and corresponding baseline units from the Lomita ACC to the HACoLA Consolidated Annual Contributions Contract (CACC); adopt the attached Resolution accepting the transfer of Section 8 Housing Choice Vouchers and setting the date upon which the transfer will occur; and authorize the Executive Director to submit the Resolution and all related documents to HUD. (APPROVE)

9. **Approve Memorandum of Understanding with the City of Bellflower to Continue Investigations for the Section 8 Program (4)**

Recommend that the Board of Commissioners find that approval of the MOU between the Housing Authority and the City of Bellflower is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA; approve and authorize the Executive Director to execute the MOU with the City of Bellflower, presented in substantially final form, under which the Housing Authority will provide investigative services and receive \$25,000 from the City of Bellflower, to be effective following approval as to form by County Counsel and execution by the parties; authorize the Executive Director to incorporate into the Housing Authority's approved Fiscal Year 2008-2009 budget a total of \$25,000 from the City of Bellflower, for the purposes described above, and to incorporate any additional funds that may be received from the City for

services performed during the term of the MOU; authorize the Executive Director to execute amendments to the MOU to include minor administrative changes, and to extend the time of performance for a maximum of two years, in one-year increments; and authorize the Executive Director to incorporate funds received from the City of Bellflower into future approved Housing Authority budgets, for the purpose described above. (APPROVE)

10. Authorize Memorandum of Understanding Between the Housing Authority and the Regents of the University of California (All Districts)

Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute an MOU between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services; authorize the Executive Director to negotiate and execute future MOUs, including indemnity provisions, between the Housing Authority and the Regents of the University of California, consistent with the availability of funds included in the approved Fiscal Year budget and the programmatic requirements of the funding sources, and subject to approval by the Housing Authority's Risk Manager and County Counsel. (APPROVE)

11. Housing Commissioners Comments and Recommendations for Future Agenda Items

Housing Commissioners may provide comments or suggestions for future Agenda items.

Copies of the preceding agenda items are on file and are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Housing Authority's main office located at 2 Coral Circle in the City of Monterey Park. Access to the agenda and supporting documents is also available on the Housing Authority's website.

Agendas in Braille are available upon request. American Sign Language (ASL) interpreters, or reasonable modifications to Housing Commission meeting policies and/or procedures, to assist members of the disabled community who would like to request a disability-related accommodation in addressing the Commission, are available if requested at least three business days prior to the Board meeting. Later requests will be accommodated to the extent possible. Please contact the Executive Office of the Housing Authority by phone at (323) 838-5051, or by e-mail at marisol.ramirez@lacdc.org, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

MINUTES FOR THE REGULAR MEETING OF THE

LOS ANGELES COUNTY HOUSING COMMISSION

Wednesday, May 28, 2008

The meeting was convened at the Housing Authority, Palmdale Office, located at 2323 East Palmdale Blvd., Palmdale, California.

Digest of the meeting. The Minutes are being reported seriatim. A taped record is on file at the main office of the Housing Authority.

The meeting was called to order by Chair Severyn Aszkenazy at **12:20** p.m.

ROLL CALL

Present

Absent

Severyn Aszkenazy

X

Adriana Martinez

X

Philip Dauk

X

Lynn Caffrey Gabriel

X

Henry Porter, Jr.

X

Alberta Parrish

X

PARTIAL LIST OF STAFF PRESENT:

Bobbette Glover, Assistant Executive Director

Maria Badrakhan, Director, Housing Management

GUESTS PRESENT:

No guests were in attendance.

Reading and Approval of the Minutes of the Previous Meeting

On Motion by Commissioner Gabriel, seconded by Commissioner Porter, the Minutes of the Regular Meeting of April 23, 2008 were approved.

On Motion by Commissioner Porter, seconded by Commissioner Gabriel, the Minutes of the Regular Meeting of February 27, 2008 were approved.

Agenda Item No. 4 - Report of the Executive Director

Bobbette Glover reported on the following items:

Ms. Glover, with the assistance of Ms. Karen Hunter-Hill, gave a brief overview of the Palmdale Office.

Ms. Glover requested that Bob Nishimura, Supervisor of the Fraud Investigations Unit, provide an update on the Fraud Investigations Program. Mr. Nishimura stated that five investigators cover fraud cases in the Antelope Valley area. He

stated that the investigators do a phenomenal job working on advance code enforcement. Commissioner Aszkenazy added that their hard work does not go unnoticed and he thanked the investigators.

Ms. Glover reported that a financial settlement has been reached to resolve the Ennis & Lewis case. The combined settlement amount exceeds the Executive Director's fiscal authority, and County Counsel has advised that the Housing Authority must go before the Board for approval.

Ms. Glover provided an update on the Ujima Village Housing Development. She reported that Supervisor Burke and Congresswoman Laura Richardson recently met with the Acting HUD Secretary and HUD staff to request assistance for the residents. HUD subsequently notified the Housing Authority of the following decisions: 1) project based Section 8 residents will receive Tenant-Protection Vouchers and the HUD-appointed contractor will provide advisory services, housing searches and relocation assistance; however, HUD will not pay the first and last month rent or utilities, as requested by the residents; 2) families with Section 8 Vouchers will receive advisory services, assistance from center and actual and reasonable moving expenses; and 3) families paying Market Rate Rents will only receive actual and reasonable moving expenses. Maria Badrakhan, Housing Management Director, added that there are currently 108 project based residents, 25 Section 8 Voucher residents and 21 market rate residents. Ms. Glover added that the residents have asked the Housing Authority to pay attorney fees, and that a response will be sent soon denying their request.

Ms. Glover reported that the City Housing Authority has been asked to issue Tenant-Protective Vouchers to Ujima Village residents, and that the request has been confirmed in writing by the local HUD office.

The Housing Authority has been advised by the local HUD office that effective June 15, 2008, the Section 8 Program will be under the jurisdiction of HUD's Recovery and Prevention Corporation based in Cleveland. Daily operations and citizen complaints will go through the Cleveland office, due to the Housing Authority's troubled agency status. Mr. Jackson requested that HUD expedite its confirmative review in order to remove the Housing Authority from troubled status. It is expected that Cleveland staff will be at the Housing Authority for three days to perform the confirmative review beginning the week of June 15, 2008, after which a report will be issued within 60 days. The goal for completion is September 30, 2008.

Ms. Glover announced that the Housing Authority's SEMAP scores are good, and the Housing Authority will soon close out this fiscal year.

Ms. Glover reported that a memo on the revisions to the Housing Commission Ordinance is forthcoming. She added that HUD will be requiring that two Tenant

Commissioners be added to the Housing Commission, including one homeless or previously homeless member. In anticipation of having to conduct more interviews, the Housing Authority will modify the Tenant Commission Selection process by reducing the number of interviewers from four panelists to one Commissioner and one Commission/Housing Authority employee.

Agenda Item No. 5 – Public Comments

No members of the public were in attendance.

Agenda Item No. 6 - Staff Presentations

Geoffrey Siebens presented the Quarterly Construction Contract Status Report and responded to questions from the Commissioners.

Elisa Vasquez presented the Legislative Update and responded to questions from the Commissioners.

Consent Calendar

(Items Continued from Previous Meetings)

On Motion by Commissioner Porter, seconded by Commissioner Gabriel, and unanimously carried, the following consent calendar items were approved by the Housing Commission:

**CONCURRENCE TO APPROVE AGREEMENT WITH SIMPSON & SIMPSON,
CPAS FOR FINANCIAL AUDIT SERVICES (ALL DISTRICTS)
AGENDA ITEM NO. 7**

1. Concur with the Board of Commissioners' finding that the approval of a one-year agreement for Financial Audit Services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Concur with the Board of Commissioners' action to approve the expenditure of an aggregate of up to approximately \$211,863 for financial auditing services provided to the Housing Authority under the attached Agreement for Financial Audit Services (Agreement) between the Community Development Commission of the County of Los Angeles and Simpson & Simpson, CPAs, if fully extended.
3. Concur with the Board of Commissioners' action to approve the expenditure of additional funds of up to \$60,000 for any unforeseen, needed financial audit services.

CONCURRENCE TO APPROVE THREE CONSTRUCTION CONTRACTS AND
TWO ENVIRONMENTAL ASSESSMENT AND REMEDIATION AGREEMENTS
FOR MODERNIZATION OF EIGHT ELEVATORS AT THREE HOUSING
AUTHORITY SENIOR HOUSING DEVELOPMENTS (2, 3)
AGENDA ITEM NO. 8

1. Concur with the Board of Commissioners' finding that the approval of construction contracts and environmental assessment and remediation agreements for modernization of eight elevators at South Bay Gardens located in the unincorporated area of Los Angeles County, Marina Manor I and II located in Marina Del Rey, and Palm Apartments located in West Hollywood is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Concur with the Board of Commissioners' action to approve and authorize the Executive Director to execute three construction contracts (Contracts) in the aggregate amount of \$2,273,000, in substantially the form of the attached, and all related documents, with ML Construction, to modernize eight elevators at the following three senior housing developments: South Bay Gardens located in the unincorporated area of Los Angeles County, Marina Manor I and II located in Marina Del Rey, and Palm Apartments located in West Hollywood, to be effective following execution by all parties and the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Concur with the Board of Commissioners' action to approve and authorize the Executive Director to execute two environmental assessment and remediation agreements (Agreements) in the aggregate amount of \$160,000, in substantially the form of the attached, and all related documents, with Rincon Consultants, Inc., for environmental assessment services related to the modernization of six elevators at the following two senior housing developments: Marina Manor I and II and Palm Apartments, to be effective following execution by all parties and the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
4. Concur with the Board of Commissioners' action to authorize the Executive Director to use a maximum aggregate amount of \$2,433,000 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) for the purposes described herein, and to authorize the Executive Director to approve Contract change orders not to exceed \$486,600 for unforeseen project costs, using the same source of funds.

5. Concur with the Board of Commissioners' action to authorize the Executive Director to incorporate up to \$2,919,600 in CFP funds into the Housing Authority's approved Fiscal Year 2007-2008 budget, for the purposes described above.

CONCURRENCE TO APPROVE THE 2008-2009 ACTION PLAN FOR THE
ALLOCATION OF FEDERAL FUNDS (ALL DISTRICTS)
AGENDA ITEM NO. 9

1. Concur with the Board of Commissioners' action to authorize the Housing Authority of the County of Los Angeles (Housing Authority) to accept from the County of Los Angeles an estimated \$2,008,511 in Fiscal Year 2008-2009 Community Development Block Grant (CDBG) funds, and to continue administration of \$1,737,704 in prior year CDBG funds, which will be requested for incorporation into the Housing Authority's Fiscal Year 2008-2009 budget through the Housing Authority's annual budget approval process, subject to final notification of approval by the U.S. Department of Housing and Urban Development (HUD).
2. Concur with the Board of Commissioners' action to authorize the Executive Director of the Housing Authority to request the incorporation of \$2,008,511 into the Housing Authority's Fiscal Year 2008-2009 budget through the Housing Authority's annual budget approval process, subject to final notification by HUD.
3. Concur with the Board of Commissioners' action to authorize the Executive Director or his designee to execute CDBG Reimbursable Contracts with the County of Los Angeles, attached in substantially final form, to provide funding for the activities described herein, to be effective following approval as to form by County Counsel and execution by all parties.
4. Concur with the Board of Commissioners' action to authorize the Executive Director or his designee to execute CDBG Reimbursable Contract Amendments with the County of Los Angeles, attached in substantially final form, to extend the contracts through June 30, 2009 for projects at the Nueva Maravilla and Carmelitos housing developments and the Bright Futures Childcare Center, using \$1,737,704 in prior-year CDBG funds, to be effective following approval as to form by County Counsel and execution by all parties.

CONCURRENCE TO AUTHORIZE THE ISSUANCE OF MULTIFAMILY
HOUSING MORTGAGE REVENUE BONDS FOR THE SIERRA BONITA
APARTMENTS IN THE CITY OF WEST HOLLYWOOD (3)
AGENDA ITEM NO. 10

1. Concur with the Board of Commissioners' finding that the approval of a resolution authorizing the issuance of Multifamily Housing Mortgage Revenue Bonds by the Housing Authority of the County of Los Angeles to finance the site acquisition and construction of the 42-unit Sierra Bonita Apartments is not subject to the California Environmental Quality Act (CEQA) because the proposed action will not have the potential for causing a significant effect on the environment.
2. Concur with the Board of Commissioners' action to adopt the attached resolution, as required under Section 147(f) of the Internal Revenue Code of 1986, authorizing the issuance of Multifamily Housing Mortgage Revenue Bonds by the Housing Authority of the County of Los Angeles, in an aggregate amount not exceeding \$11,000,000, to assist 7530 Santa Monica L.P. (Developer) in financing the site acquisition and construction of the 42-unit Sierra Bonita Apartments (Project), to be located at 7530 Santa Monica Boulevard in the City of West Hollywood.
3. Concur with the Board of Commissioners' action to authorize the Executive Director to execute all related documents and take all necessary actions for the Developer to finance the site acquisition and construction of the Project.

CONCURRENCE TO APPROVE CONSTRUCTION CONTRACT FOR
WILLOWBROOK TOWNHOMES SITE IMPROVEMENTS AND
REHABILITATION PROJECT (2)
AGENDA ITEM NO. 11

1. Concur with the Board of Commissioners' finding that the approval of a construction contract for exterior site improvements and the rehabilitation of one vacant unit at the Willowbrook Townhomes is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Concur with the Board of Commissioners' action to approve and authorize the Executive Director to execute a Contract in the amount of \$244,757, in substantially the form of the attached, and all related documents with SPEC Construction Company, Inc. to complete the site improvements and rehabilitation at the subject property, to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.

3. Concur with the Board of Commissioners' action authorizing the Executive Director to use a total of \$244,757 in General Fund Bond Fees, for the purposes described herein; and authorize the Executive Director to approve Contract change orders not exceeding \$48,951 for unforeseen project costs, using the same source of funds.

CONCURRENCE TO APPROVE CONSTRUCTION CONTRACT FOR FIRE
ALARM SYSTEM REPLACEMENT AT HERBERT AVENUE SENIOR HOUSING
DEVELOPMENT (1)
AGENDA ITEM NO. 12

1. Concur with the Board of Commissioners' finding that the approval of a construction contract for the replacement of the existing fire alarm system at the Herbert Avenue senior housing development is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Concur with the Board of Commissioners' action to approve and authorize the Executive Director to execute a Contract in the amount of \$66,900, in substantially the form of the attached, and all related documents, with JAM Corporation (Contractor), to complete the fire alarm system replacement at the Herbert Avenue senior housing development, effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval, and execution by all parties.
3. Concur with the Board of Commissioners' action authorizing the Executive Director to use a total of \$66,900 in Capital Fund Program (CFP) funds provided by the U.S. Department of Housing and Urban Development (HUD) and included in the Housing Authority's approved Fiscal Year 2007-2008 budget, for the purposes described above.
4. Concur with the Board of Commissioners' action authorizing the Executive Director to approve Contract change orders not to exceed \$16,725 for unforeseen project costs, using the same source of funds described above.

CONCURRENCE TO APPROVE CONSTRUCTION CONTRACT FOR
106TH STREET HOUSING DEVELOPMENT DRAINAGE
IMPROVEMENTS PROJECT (2)
AGENDA ITEM NO. 13

1. Concur with the Board of Commissioners' finding that the approval of a construction contract for drainage improvements at the 106th Street housing development is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the

work includes activities that will not have the potential for causing a significant effect on the environment.

2. Concur with the Board of Commissioners' action to approve and authorize the Executive Director to execute a Contract in the amount of \$68,450, in substantially the form of the attached, and all related documents with Belaire-West Landscape, Inc. to complete the site drainage improvements at the subject property, to be effective following execution by all parties and the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Concur with the Board of Commissioners' action authorizing the Executive Director to use a total of \$68,450 in Capital Fund Program (CFP) funds allocated by the U.S. Department of Housing and Urban Development (HUD) and included in the Housing Authority's approved Fiscal Year 2007-2008 budget for the purposes described herein; and authorize the Executive Director to approve Contract change orders not exceeding \$13,690 for unforeseen project costs, using the same source of funds.

CONCURRENCE TO APPROVE CONSTRUCTION CONTRACT FOR 106TH
STREET FIRE DAMAGE REPAIR & REHABILITATION PROJECT (2)
AGENDA ITEM NO. 14

1. Concur with the Board of Commissioners' finding that the approval of a construction contract for fire damage repair and rehabilitation at the 106th Street housing development is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Concur with the Board of Commissioners' action to approve and authorize the Executive Director to execute a Contract in the amount of \$293,800, in substantially the form of the attached, and all related documents with C.A.S. General Contractor, to complete the fire damage repair and rehabilitation at the subject property; to be effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Concur with the Board of Commissioners' action authorizing the Executive Director to use a total of \$217,982 in Capital Fund Program (CFP) funds provided by the U.S. Department of Housing and Urban Development (HUD) and included in the Housing Authority's approved Fiscal Year 2007-2008 budget, for the purposes described herein.
4. Concur with the Board of Commissioners' action authorizing the Executive Director to approve Contract change orders not exceeding \$29,380 for unforeseen project costs, using CFP funds.

APPROVE PURCHASE OF PROPERTY INSURANCE, EXCESS WORKERS'
COMPENSATION AND EXCESS GENERAL AND AUTOMOBILE LIABILITY
INSURANCE FOR THE HOUSING AUTHORITY (ALL DISTRICTS)
AGENDA ITEM NO. 15

1. Recommend that the Board of Commissioners find that the purchase of property insurance, excess workers' compensation insurance and excess general and automobile liability insurance is not subject to the provisions of the California Environmental Quality Act, as described herein, because the action will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve the combined purchase, with the Community Development Commission, of property insurance, excess workers' compensation insurance and excess general and automobile liability insurance, at a premium cost of approximately \$800,000 for the period from July 1, 2008 to June 30, 2009, through Alliant Insurance Services, Inc.
3. Recommend that the Board of Commissioners authorize the Executive Director to purchase the property insurance, excess workers' compensation insurance and excess general and automobile liability insurance and to make payments, as needed, for workers' compensation and general liability claims, using funds approved in the Fiscal Year 2008-2009 budget.

Regular Agenda

On Motion by Commissioner Dauk, seconded by Commissioner Porter, and unanimously carried, the following was approved by the Housing Commission:

APPROVE THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
FISCAL YEAR 2008-2009 BUDGET
AGENDA ITEM NO. 16

1. Recommend that the Board of Commissioners adopt and sign a Resolution (Attachment A) approving the Housing Authority of the County of Los Angeles (Housing Authority) Fiscal Year 2008-2009 Budget (Budget), which includes revenues and expenditures of \$294,058,500.
2. Recommend that the Chair of the Board of Commissioners sign the related Transmittal Resolution (Attachment B) certifying submission of the budget by the Board to the U.S. Department of Housing and Urban Development (HUD).

3. Recommend that the Board of Commissioners adopt and sign a Resolution (Attachment C) approving the cost allocation model developed in conjunction with the Housing Authority's outside auditors, Klynveld Peat Marwick Goerdeler (KPMG) in April 2002.
4. Recommend that the Board of Commissioners approve amendment of the Housing Authority's Monthly Salary Schedule (Attachment D), to incorporate a 5% adjustment of the top of the salary ranges for all classifications and levels, effective July 1, 2008.
5. Recommend that the Board of Commissioners instruct the Executive Director to implement the Budget and take all related actions, including execution of all required documents, for the purposes described herein, following approval as to form by County Counsel.
6. Recommend that the Board of Commissioners find that the approval of the Budget is not subject to the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.

On Motion by Commissioner Porter, seconded by Commissioner Parrish, and unanimously carried, the following was approved by the Housing Commission:

APPROVE CONSTRUCTION CONTRACT FOR
CARMELITOS METAL PLATE INSTALLATION AND STAIR TREAD
REPLACEMENT PROJECT (4)
AGENDA ITEM NO. 17

1. Recommend that the Board of Commissioners find that the approval of a construction contract (Contract) for interior stairs improvements at the Carmelitos housing development is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute a Contract in the amount of \$1,141,200, in substantially the form of the attached, and all related documents, with Newman Midland Corporation to complete the metal plate installation and stair tread replacement at the subject property, to be effective following execution by all parties and the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.

3. Recommend that the Board of Commissioners authorize the Executive Director to approve Contract change orders not exceeding \$228,240 for unforeseen project costs.

On Motion by Commissioner Dauk, seconded by Commissioner Porter, and unanimously carried, the following was approved by the Housing Commission:

APPROVE CONSTRUCTION CONTRACT FOR FLOORING REPLACEMENT
AT THREE HOUSING AUTHORITY SENIOR
HOUSING DEVELOPMENTS (1, 5)
AGENDA ITEM NO. 18

1. Recommend that the Board of Commissioners find that the approval of a construction contract (Contract) for flooring replacement at Herbert Avenue, Whittier Manor, and Foothill Villa is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work includes activities that will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director to execute a Contract in the amount of \$318,333 to Continental Flooring Company dba Arizona Continental Flooring Company, to complete the flooring replacement at the subject properties, following approval as to form by County Counsel and effective upon the issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
3. Recommend that the Board of Commissioners authorize the Executive Director to approve Contract change orders not exceeding \$79,583 for unforeseen project costs.

On Motion by Commissioner Parrish, seconded by Commissioner Gabriel, and unanimously carried, the following was approved by the Housing Commission:

ACCEPT RESIDENT OPPORTUNITIES AND SELF-SUFFICIENCY RESIDENT
SERVICE DELIVERY MODELS PROGRAM FUNDS FROM THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
(ALL DISTRICTS)
AGENDA ITEM NO. 19

1. Recommend that the Board of Commissioners find that acceptance of the Resident Opportunities and Self-Sufficiency Resident Service Delivery Models Program (ROSS Program) funds is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.

2. Recommend that the Board of Commissioners authorize the Executive Director to accept from the U.S. Department of Housing and Urban Development (HUD) a \$450,000 grant of Resident Opportunities and Self-Sufficiency Resident Service Delivery Models Program (ROSS Program) funds to implement a three-year supportive services program to promote independent living for up to 1,429 elderly and persons with disabilities who reside at the 14 conventional public housing sites identified in Attachment A; and authorize the Executive Director to execute all documents required for receipt of the grant.
3. Recommend that the Board of Commissioners authorize the Executive Director to prepare and execute contracts and any amendments thereto as needed, with multiple community organizations and service providers, in a combined total amount not to exceed \$450,000, to assist with program planning, implementation, and administration of activities, in accordance with HUD requirements, following approval as to form by County Counsel.

On Motion by Commissioner Porter, seconded by Commissioner Gabriel, and unanimously carried, the following was approved by the Housing Commission:

APPROVE PURCHASE AGREEMENT FOR INTERIOR PAINT FOR
MAINTENANCE OF HOUSING AUTHORITY PROPERTIES (ALL DISTRICTS)
AGENDA ITEM NO. 20

1. Recommend that the Board of Commissioners find that the approval of a purchase agreement (Agreement) for interior paint is exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute an Agreement, in substantially the form of the attached, and all related documents, in an amount not to exceed \$102,995, with Vista Paint Corporation, for a one-time purchase of 1,500 gallons of interior paint for the maintenance of 56 housing developments located throughout Los Angeles County, to be effective following approval as to form by County Counsel and execution by all parties.

On Motion by Commissioner Porter, seconded by Commissioner Dauk, and unanimously carried, the following was approved by the Housing Commission:

**AWARD ONE-YEAR CONTRACTS TO PROVIDE COUNTYWIDE
RELOCATION SERVICES (ALL DISTRICTS)
AGENDA ITEM NO. 21**

1. Recommend that the Board of Commissioners find that the execution of one-year Contracts for Consulting Services (Contracts) is not subject to the California Environmental Quality Act (CEQA) because the proposed activity will not have the potential for causing a significant effect on the environment.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director to execute one-year Contracts with Del Richardson & Associates, Paragon Partners, Ltd., Epic Land Solutions, Inc., and Overland, Pacific & Cutler, Inc., using substantially the form of the attached contract, the aggregate amount of which will not exceed \$500,000, to provide relocation consulting services on a project-by-project basis for various housing projects throughout the County of Los Angeles, to be effective upon approval by County Counsel and execution by all parties.
3. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the one-year Contracts, following approval as to form by County Counsel, to extend the time of performance for a maximum of two years, in one-year increments, at \$500,000 for the second year and \$500,000 for the third year, using funds to be approved through the annual budget process.

Agenda Item No. 22 – Housing Commissioner Comments and Recommendations for Future Agenda Items

Commissioner Porter asked if the two County Supervisors had completed the mandatory Section 8 training. Ms. Glover informed him that one was still pending.

Commissioner Porter suggested that Commissioners be compensated for mileage when attending mandatory training. For the upcoming Diversity and Sexual Harassment Prevention training, he suggested that the names of the Commissioners attending the training be left at the door. Ms. Glover agreed that mileage and parking will be paid to Commissioners.

Ms. Glover reminded the Commissioners to submit their Conflict of Interest forms by the deadline to avoid fees.

Commissioner Gabriel made reference to an article in the County Digest regarding Military Women in Need and suggested that staff contact the

organization to see if there are any former homeless individuals that would be interested in the Tenant Commissioner position.

Commissioner Aszkenazy thanked everyone in attendance for driving the long distance to attend the meeting.

Commissioner Aszkenazy adjourned the Regular Meeting of May 28, 2008, at 2:11 p.m.

Respectfully submitted,

for Bobbette A. Glover
CARLOS JACKSON
Secretary –Treasurer



Carlos Jackson
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

June 25, 2008

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**ADOPT RESOLUTION APPROVING ISSUANCE OF MULTIFAMILY HOUSING
MORTGAGE REVENUE BONDS FOR MULTIFAMILY HOUSING IN
UNINCORPORATED WEST ATHENS/WESTMONT (2)**

SUBJECT:

This letter requests that your Board approve the issuance of Multifamily Housing Mortgage Revenue Bonds to finance the site acquisition and construction of 105th Street & Normandie Senior Housing, a 62-unit multifamily rental housing development to be located in unincorporated West Athens/Westmont.

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners adopt and instruct the Chair to sign the attached Resolution, as required under Treasury Regulations, declaring an intent by Normandie Senior Housing Partners L.P., a California Limited Partnership, to undertake bond financing in an amount not exceeding \$8,000,000 to finance the site acquisition and construction of 105th Street & Normandie Senior Housing, a 62-unit multifamily rental housing development to be located at 10402, 10408, 10410 and 10426 South Normandie Avenue, 1344 West 104th Street and 1335 West 105th Street in unincorporated West Athens/Westmont.
2. Recommend that the Board of Commissioners authorize the Executive Director to submit an application to the California Debt Limit Allocation Committee (CDLAC) for a private activity bond allocation in an aggregate amount not exceeding \$8,000,000 for the purposes described herein.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve the issuance of Multifamily Housing Mortgage Revenue Bonds in an aggregate amount not exceeding \$8,000,000, and to authorize the Executive Director of the Housing Authority to apply to CDLAC for a private activity bond allocation in the same amount, in order to finance the site acquisition and construction of 105th Street & Normandie Senior Housing.

FISCAL IMPACT/FINANCING:

The County will not incur any costs. The bonds will be repaid solely through rent revenues collected by the Developer. The Developer will pay all fees and related costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The project, to be located at 10402, 10408, 10410 and 10426 South Normandie Avenue, 1344 West 104th Street and 1335 West 105th Street in unincorporated West Athens/Westmont, will be a three-story apartment building, comprised of 55 one-bedroom units and seven two-bedroom units. Six of the one-bedroom units will be reserved for households with incomes that do not exceed 25% of the area median income (AMI) for the Los Angeles-Long Beach Metropolitan Statistical Area (MSA), adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (HUD). Twenty-three of the one-bedroom units will be reserved for households at 45% AMI or below, and the remaining 26 one-bedroom units will be reserved for households at 50% AMI or below. Six of the two-bedroom units will be reserved for households with incomes that do not exceed 45% of AMI, and the final two-bedroom unit will be a manager's unit with no affordability requirements. The affordability requirements will remain in effect for 55 years. All affordable units will be occupied by special needs households.

Adoption of the Resolution by the Board of Commissioners of the Housing Authority announcing the intent to issue Multifamily Housing Mortgage Revenue Bonds is required to establish a base date after which costs incurred by the developer may be included in the construction and permanent financing obtained pursuant to issuance of the tax-exempt bonds.

At its meeting of July 8, 2008, the Board of Supervisors will consider an additional resolution to approve issuance of the bonds. This action is required prior to submission of the Housing Authority's application to CDLAC for a private activity bond allocation. This action does not, however, authorize the issuance and sale of the bonds. The Housing Authority will return to the Board of Commissioners for this authorization at a later date.

The Resolutions are also required to complete the Housing Authority's application to CDLAC.

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On June 9, 2008, the Housing Authority conducted a hearing at its office located at 2 Coral Circle in Monterey Park regarding the issuance of multifamily bonds to finance the project, pursuant to Section 147(f) of the Internal Revenue Code. No comments were received at the public hearing concerning the issuance of the bonds or the nature and location of the project.

The attached Resolutions were prepared by Orrick Herrington and Sutcliffe, Housing Authority Bond Counsel, and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION:

An Environmental Assessment/Mitigated Negative Declaration (EA/MND) was prepared for the project pursuant to the requirements of the National Environmental Policy Act. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was approved by the Certifying Official of the Community Development Commission on February 7, 2007. Following the required public and agency comment period, HUD issued a Release of Funds for the project on February 21, 2007.

As a Responsible Agency, and in accordance with the requirements of the California Environmental Quality Act (CEQA), the County reviewed the EA/MND prepared by the Community Development Commission and determined that the project will not have significant adverse impact on the environment. The County's consideration of the EA/MND and filing of the Notice of Determination satisfy CEQA Guidelines as stated in Article 7, Section 15096.

The Board of Commissioners of the Community Development Commission approved the EA/MND for this project on November 6, 2007.

The environmental review record for this Project is available for public viewing during regular business hours at the Commission's main office located at 2 Coral Circle in Monterey Park.

IMPACT ON CURRENT PROJECT:

The proposed action is a necessary step to provide bond financing for the project, which will increase the supply of affordable multifamily housing in the County with long-term affordability.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachments: 2

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING
REVENUE BONDS AND RELATED ACTIONS

WHEREAS, the Housing Authority of the County of Los Angeles (the "Authority") intends to adopt a plan of financing to sell and issue multifamily housing revenue bonds in one or more series issued from time to time, and at no time to exceed \$8,000,000 in outstanding aggregate principal amount (the "Bonds"), in order to assist in financing the acquisition and construction of a multifamily rental housing development consisting of 62 units located at 10402, 10408, 10410 and 10426 South Normandie Avenue, 1344 West 104th Street and 1335 West 105th Street in unincorporated West Athens/Westmont (the "Project"), to be owned by Normandie Senior Housing Partners, L.P., a California Limited Partnership (or an affiliate or assign); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the Bonds are required to be approved prior to their issuance by the applicable elected representative of the governmental unit on whose behalf the Bonds are expected to be issued and by each governmental unit having jurisdiction over the area in which any facility financed by such Bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the interest on the Bonds may qualify for exclusion from gross income under Section 103 of the Internal Revenue Code of 1986 (the "Code"), only if the Bonds are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the Project is located wholly within the County of Los Angeles, California; and

WHEREAS, this Board of Supervisors (the "Board") is the elected legislative body of the County of Los Angeles (the "County") and is the applicable elected representative of the Authority within the meaning of Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Authority has, following notice duly given, held a public hearing regarding the issuance of such Bonds on June 9, 2008, and now desires that the Board approve the issuance of such Bonds; and

WHEREAS, this Board hereby finds and declares that this resolution is being adopted pursuant to the powers granted by law;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above recitals, and each of them, are true and correct.
2. This Board hereby approves the issuance of the Bonds by the Authority to finance costs of the Project. It is the purpose and intent of this Board that this Resolution constitute approval of the Bonds by the applicable elected representative of the issuer of the Bonds and the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code.

3. The proper officers of the Authority are hereby authorized and directed to take whatever further action relating to the aforesaid financial assistance may be deemed reasonable and desirable, provided that the terms and conditions under which the bonds are to be issued and sold shall be approved by the Board of Commissioners of the Authority in the manner provided by law prior to the sale thereof.

4. The Executive Officer-Clerk of the Board or a deputy thereof is directed to certify and deliver a copy of this Resolution to the Authority.

5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of Los Angeles, State of California, this 8th day of July, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____
Chair of the Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE COUNTY OF LOS ANGELES DECLARING
ITS OFFICIAL INTENT TO UNDERTAKE
THE FINANCING OF A MULTIFAMILY HOUSING PROJECT
AND RELATED ACTIONS

WHEREAS, the Housing Authority of the County of Los Angeles (the "Authority") is authorized and empowered by the provisions of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act") to issue and sell mortgage revenue bonds for the purpose of making loans or otherwise providing funds to finance the acquisition, construction, rehabilitation and development of multifamily residential rental housing projects, including units for households meeting the income limits set forth in the Act; and

WHEREAS, Normandie Senior Housing Partners, L.P., a California Limited Partnership (or an affiliate or assign) (the "Borrower"), has requested that the Authority issue and sell its mortgage revenue bonds pursuant to the Act to provide financing for the acquisition and construction of a multifamily rental housing development consisting of 62 units to be located at 10402, 10408, 10410 and 10426 South Normandie Avenue, 1344 West 104th Street and 1335 West 105th Street in unincorporated West Athens/Westmont (the "Project"); and

WHEREAS, this Board of Commissioners of the Authority (the "Board") hereby finds and declares that it is necessary, essential and a public purpose for the Authority to finance multifamily housing projects pursuant to the Act, in order to increase the supply of multifamily housing in Los Angeles County available to persons and families within the income limitations established by the Act; and

WHEREAS, as an inducement to the Borrower to carry out the Project, this Board desires to authorize the issuance of mortgage revenue bonds by the Authority to finance the Project (the "Bonds") in a principal amount not to exceed \$8,000,000; and

WHEREAS, the Authority, in the course of assisting the Borrower in the financing of the Project expects that the Borrower has paid or may pay certain expenditures (the "Reimbursement Expenditures") in connection with the Project within 60 days prior to the adoption of this Resolution prior to the issuance of indebtedness for the purpose of financing costs associated with the Project on a long-term basis; and

WHEREAS, Section 1.142-4 and Section 1.150-2 of the Treasury Regulations require the Authority to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986 limits the amount of multifamily housing mortgage revenue bonds that may be issued in any calendar year by entities within a state and authorizes the governor or the legislature of a state to provide the method of allocation within the state; and

WHEREAS, Chapter 11.8 of Division 1 of Title 2 of the Government Code of the State of California (the "Government Code") governs the allocation of the state ceiling among

governmental units in the State of California having the authority to issue multifamily housing mortgage revenue bonds; and

WHEREAS, Section 8869.85 of the Government Code requires a local agency to file an application with the California Debt Limit Allocation Committee ("CDLAC") prior to the issuance of multifamily housing mortgage revenue bonds; and

WHEREAS, this Board hereby finds and declares that this Resolution is being adopted pursuant to the powers granted by the Act.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above recitals, and each of them, are true and correct.
2. This Board hereby determines that it is necessary and desirable to provide financing for the Project by the issuance and sale of mortgage revenue bonds pursuant to the Act and hereby authorizes the issuance and sale of the Bonds by the Authority in aggregate principal amounts not to exceed \$8,000,000. This action is taken expressly for the purpose of inducing the Borrower to undertake the Project, provided that nothing contained herein shall be construed to signify that the Project complies with the planning, zoning, subdivision and building laws and ordinances applicable thereto or to suggest that the Authority or any officer, agent or employee of the Authority will grant any approval, consent or permit which may be required in connection with the acquisition and construction of the Project or the issuance of the Bonds.
3. The issuance and sale of the Bonds shall be upon such terms and conditions as may be agreed upon by the Authority and the Borrower and the initial purchasers of the Bonds; provided, however, that the Bonds shall not be sold or issued unless specifically authorized by the subsequent resolution of this Board.
4. This Resolution is being adopted by the Authority for purposes of establishing compliance with the requirements of Section 1.142-4 and Section 1.150-2 of the Treasury Regulations. In that regard, the Authority hereby declares its official intent to use proceeds of indebtedness to reimburse the Reimbursement Expenditures. Notwithstanding the foregoing, this Resolution does not bind the Authority to make any expenditure, incur any indebtedness, or proceed with the Project.
5. The Executive Director, or his designee, of the Authority are hereby authorized and directed to apply to CDLAC for a private activity bond allocation for application by the Authority to the issuance the Bonds for the Project in an amount not to exceed \$8,000,000, to collect from the Borrower an amount equal to the performance deposit required by CDLAC and to certify to CDLAC that such amount has been placed on deposit in an account in a financial institution.
6. The Executive Director, or his designee, of the Authority are hereby authorized and directed to take whatever further action relating to the aforesaid financial assistance may be deemed reasonable and desirable, provided that the terms and conditions under which the Bonds are to be issued and sold shall be approved by this Board in the manner provided by law prior to the sale thereof.

7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of Los Angeles, State of California, this 8th day of July, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____

Chair of the
Board of Commissioners

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Commissioners

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

June 25, 2008

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**APPROVE AND ADOPT A RESOLUTION ACCEPTING THE TRANSFER OF
HOUSING CHOICE VOUCHERS FROM THE HOUSING AUTHORITY OF THE CITY
OF LOMITA TO THE HOUSING AUTHORITY OF THE COUNTY OF
LOS ANGELES (ALL DISTRICTS)**

SUBJECT:

This letter recommends approval of the transfer of Section 8 Housing Choice Vouchers and the Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD) from the Housing Authority of the City of Lomita (Lomita) to the Housing Authority of the County of Los Angeles (HACoLA).

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that the transfer of Section 8 Housing Choice Vouchers is not subject to the provisions of the California Environment Quality Act (CEQA), as described herein, because the activity is not defined as a project under CEQA.
2. Recommend that the Board of Commissioners approve the transfer of Section 8 Housing Choice Vouchers budget authority and corresponding baseline units from the Lomita ACC to the HACoLA Consolidated Annual Contributions Contract (CACC).
3. Recommend that the Board of Commissioners adopt the attached Resolution accepting the transfer of Section 8 Housing Choice Vouchers and setting the date upon which the transfer will occur; and authorize the Executive Director to submit the Resolution and all related documents to HUD.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to the transfer the Section 8 Housing Choice Vouchers and Section 8 Annual Contributions Contract to HACoLA. This will provide HACoLA with 86 additional Section 8 Housing Choice Vouchers, which can be used anywhere within HACoLA's jurisdiction.

FISCAL IMPACT/FINANCING

There is no fiscal impact on the County general fund. Upon approval of the voucher transfer, HACoLA will receive 86 additional vouchers, which will equate to approximately \$90,600 in administrative fees and \$389,000 in Housing Assistance Payments (HAP) annually for the Section 8 Tenant-Based Program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 26, 1985, the Board authorized the execution of an Administration Agreement between the HACoLA and Lomita whereupon HACoLA has acted as an agent of Lomita for the Section 8 Housing Choice Voucher Program, providing direct tenant services, including applicant selection, housing inspections, and tenant certifications. HACoLA is responsible for the issuance of housing assistance payment checks to landlords, program reporting, monitoring, and technical assistance.

The Administration Agreement provides HACoLA with full administrative and operating responsibilities, including the receipt and disbursement of all program funds due under the Lomita ACC. A joint bank account has been established between Lomita and HACoLA for the receipt and disbursement of all program funds, including the payment of any preliminary and administrative fees to HACoLA that are due under the ACC.

A review of Lomita's financial status and Section 8 Housing Choice Vouchers lease-up concluded that the budget pacing and projections for Fiscal Year 2007-2008 reflected a budget deficit for the Administrative Fee account. Lomita's current lease-up rate is 56.78%, and as of March 31, 2008, Lomita had a deficit of \$6,645 in its Administrative Fee reserve balance account. Available rental units in Lomita are limited because most units are owner occupied, making it difficult for HACoLA to lease required number of Section 8 vouchers.

Due to the difficulty of leasing units to Section 8 voucher holders and locating landlords to lease to Section 8 voucher holders, HACoLA has agreed to accept the transfer of Section 8 Housing Choice Vouchers program and corresponding budget authority from Lomita. This transfer will provide HACoLA with 86 additional Section 8 housing choice vouchers that it can provide to Section 8 tenants within the jurisdiction of the County of Los Angeles.

Honorable Housing Commissioners

June 25, 2008

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Upon adoption of the attached Resolution by both HACoLA, HUD will consider a transfer of budget authority and corresponding baseline units for the Section 8 Housing Choice Vouchers Program from the Lomita ACC to the HACoLA CACC. The City of Lomita adopted a similar resolution on June 2, 2008.

ENVIRONMENTAL DOCUMENTATION

This activity is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activity that will not have a physical impact on or result in any physical changes to the environment. The activity is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROGRAM

Approval of this action will allow HACoLA receive 86 additional vouchers, which will equate to approximately \$90,600 in administrative fees and \$389,000 in Housing Assistance Payments (HAP) annually for the Section 8 Tenant-Based Program. .

HUD will complete the transfer of all Family Reports (form HUD-50058) in Public and Indian Housing Information Center so that all affected families will be recorded under HACoLA.

Starting with the effective date of the transfer, November 1, 2008, HACoLA will begin including the transferred units for the applicable month in its next Voucher Management System submission. Conversely, Lomita will stop including any divested units starting with the effective month of the transfer.

Respectfully submitted,


for CARLOS JACKSON
Executive Director

Attachment: 1

RESOLUTION ACCEPTING THE VOLUNTARY TRANSFER OF THE BUDGET
AUTHORITY AND THE BASELINE UNITS OF THE HOUSING CHOICE VOUCHER
PROGRAM OVER FROM THE CITY OF LOMITA HOUSING AUTHORITY

WHEREAS, as a Public Housing Agency, the City of Lomita Housing Authority Lomita receives an allocation of Housing Choice Vouchers offered through the United States Department of Housing and Urban Development;

WHEREAS, the City of Lomita Housing Authority requested the Housing Authority of the County of Los Angeles to operate all Section 8 housing choice voucher programs (the "Program") on behalf of the City of Lomita Housing Authority ("Lomita") in conjunction with its existing programs;

WHEREAS, Lomita and the Housing Authority of the County of Los Angeles ("Housing Authority") opened a joint depository account for the receipt and disbursement of all program funds, including the payment of any preliminary and administrative fees to the Housing Authority that are due under the Annual Contributions Contract;

WHEREAS, the Housing Authority is no longer able to administer the Program in accordance with the contractual rate of Administrative Fee compensation, which is an amount compensated through a formula devised by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, the HUD has issued policies (Notice PIH 2007-6 and PIH 2008-19), which outline a process for Public Housing Agencies to voluntarily transfer the budget authority and corresponding baseline units of the Program; and

WHEREAS, on June 2, 2008, Lomita approved and adopted the voluntary transfer of the budget authority and the baseline units of the Program over to the Housing Authority.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the County of Los Angeles, hereby resolves as follows:

1. The Housing Authority hereby approves and adopts the transfer of the budget authority and the baseline units of the Program from the Lomita, contingent upon approval of the transfer from the HUD.
2. The Housing Authority shall submit a letter to HUD, as per Notice PIH 2007-6 and PIH 2008-19, requesting that the transfer be approved by HUD.
3. As per Notice PIH 2007-6 and PIH 2008-19, the effective date must be a minimum of 90 days after the submittal of the letter and the resolution, and will take place on the 1st of November, 2008.

APPROVED AND ADOPTED by the Board of Commissioners of the Housing
Authority of the County of Los Angeles on this ____ day of _____, 2008.

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Commissioners

By: _____
Deputy

By: _____
Chair, Board of Commissioners

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

June 25, 2008

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**APPROVE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF
BELLFLOWER TO CONTINUE INVESTIGATIONS FOR
THE SECTION 8 PROGRAM (4)**

SUBJECT:

The Memorandum of Understanding (MOU) with the City of Bellflower will enable the Housing Authority of the County of Los Angeles (Housing Authority) to continue investigations of Housing Voucher Choice Program (Section 8 Program) participating landlords and tenants to ensure compliance with Section 8 Program regulations.

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners find that approval of the MOU between the Housing Authority and the City of Bellflower is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Recommend that the Board of Commissioners approve and authorize the Executive Director to execute the MOU with the City of Bellflower, presented in substantially final form, under which the Housing Authority will provide investigative services and receive \$25,000 from the City of Bellflower, to be effective following approval as to form by County Counsel and execution by the parties.



3. Recommend that the Board of Commissioners authorize the Executive Director to incorporate into the Housing Authority's approved Fiscal Year 2008-2009 budget a total of \$25,000 from the City of Bellflower, for the purposes described above, and to incorporate any additional funds that may be received from the City for services performed during the term of the MOU.
4. Recommend that the Board of Commissioners authorize the Executive Director to execute amendments to the MOU to include minor administrative changes, and to extend the time of performance for a maximum of two years, in one-year increments; and authorize the Executive Director to incorporate funds received from the City of Bellflower into future approved Housing Authority budgets, for the purpose described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to provide investigations of Section 8 Program participants for 12 months in the City of Bellflower.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. Funding will be provided entirely by the City of Bellflower, in the total amount of \$25,000, which will be incorporated into the Housing Authority's 2008-2009 Fiscal Year budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1994, cooperation agreements have been entered into with the City of Bellflower that have permitted the Housing Authority to administer the Section 8 Program within this jurisdiction. Under separate agreements, the Housing Authority also investigates participating landlords and tenants to ensure compliance with Section 8 Program regulations and local and federal laws. The MOU will continue investigations for 12 months, using the services of one quarter-time investigator working 520 hours over the term.

The Housing Authority will provide the following services: conduct investigations of suspected program violations; interview witnesses and review files, public records and other documents; prepare written reports and maintain activity logs; prepare cases involving program violations for administrative action; prepare cases for civil or criminal action to document and recover subsidies received by

Honorable Housing Commissioners
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Page 3

participants based on fraud; testify at criminal and administrative hearings; participate in crime prevention task forces; conduct fraud awareness training for city and County law enforcement officers and other officials; prepare monthly investigation reports; address quality of life issues; and perform other related duties.

The MOU includes mutual indemnification language providing for the City of Bellflower and the Housing Authority to defend and hold harmless and indemnify each other. This language has been incorporated into agreements with other jurisdictions that provide for administration of the Section 8 Program within those jurisdictions. The MOU has been reviewed by County Counsel.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activity is not subject to the provisions of CEQA pursuant to State CEQA Guidelines, Section 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROGRAM:

The services are a deterrent to Section 8 Program fraud and other criminal activity.

Respectfully submitted,


for **CARLOS JACKSON**
Executive Director

Attachment: 1

**Memorandum of Understanding By and Between
The Housing Authority of the County of Los Angeles and the
City of Bellflower**

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of July 2008, by and between the Housing Authority of the County of Los Angeles (the "Housing Authority") and the City of Bellflower (the "City").

Whereas, on October 18, 1994, and continuing, the Housing Authority and the City have entered into annual Cooperation Agreements whereby the Housing Authority administers the Housing Choice Voucher Program – Section 8 (the "Program") within the City, pursuant to Title II of the Housing and Community Development Act of 1974, as amended, and Section 34200 et. seq. of the California Health and Safety Code; and

Whereas, the Housing Authority operates the Program within the City using funds allocated by the U.S. Department of Housing and Urban Development ("HUD"), and monitors the compliance of Program participants with regulations established by HUD and the Housing Authority; and

Whereas, the Housing Authority on an ongoing basis performs investigations to ensure that participants comply with said regulations, and that participants are not involved in criminal or other activity that may negatively impact the Program; and

Whereas, on March 14, 2006, and continuing, the Housing Authority and the City have entered into agreements that have permitted the Housing Authority to perform investigative services within the City; and

Whereas, the Housing Authority and the City wish to enter into the following MOU to provide the equivalent of one quarter-time investigator to perform services for twelve (12) months, with funds provided by the City;

NOW, THEREFORE, it is agreed between the parties as follows:

1. Investigative Activities

This MOU shall provide for additional investigative services to address criminal activity and other violations related to the Program administered by the Housing Authority within the City.

City of Bellflower
MOU Between City and Housing Authority
Page 2 of 5

2. Term

This MOU shall commence as of the day and year first above written and shall remain in full force for a period of twelve (12) months, from July 1, 2008 through June 30, 2009, unless sooner terminated as provided herein. The MOU may be renewed by written amendment duly executed by the parties, for an additional two years, in one-year increments.

3. Termination

This MOU may be terminated by either party with thirty (30) days written notice transmitted to the addresses provided in Paragraph 6 below.

4. City Responsibilities

For those supplemental investigative and supervisory services provided by the Housing Authority, identified in Paragraph 5 below, the City shall pay to the Housing Authority the sum of Two Thousand and Eight-Three Dollars (\$2,083) per month, or a total amount not exceeding Twenty-Five Thousand Dollars (\$25,000) during the term of this MOU.

The City shall receive from the Housing Authority investigative services totaling no less than 120 hours per three-month period, and no more than 520 hours during the term of this MOU.

The City shall make its staff available to the Housing Authority, as necessary to address Program-related violations and criminal activity and to carry out corrective measures. However, City staff shall **not** accompany Housing Authority investigators into the field when assessing Program-related violations or criminal activity.

The City warrants that all services performed by its employees under this MOU shall be carried out in accordance with all applicable federal, state and County laws and regulations.

The City shall receive from the Housing Authority monthly invoices identifying the number of hours and description of investigative services performed. The City shall remit payment for the quarterly invoices within fifteen (15) days of receipt.

5. Housing Authority Responsibilities

The Housing Authority shall recruit and retain the services of a qualified Investigator to perform the following: conduct investigations of suspected violations of the Program administered by the Housing Authority; gather information through interviewing witnesses, and reviewing files, public records and other documents; prepare written reports and maintain statistical activity logs; prepare cases involving Program violations for administrative action; prepare cases for civil or criminal action to document and recover subsidies received by participants based on fraud; testify in criminal and administrative hearings; participate in any Crime Prevention Task Force and work with Special Assignment Officers (Sheriff SAO); conduct fraud awareness training for law enforcement officers and other officials; prepare monthly reports on investigative activities for submission to the City; address quality of life issues and program regulation enforcement; and perform other related duties.

The Investigator shall be an employee of the Housing Authority and shall be under the supervision of the Housing Authority, and not under the supervision or training of the City. The Housing Authority warrants that all services performed by its investigator under this MOU shall be performed in compliance with all applicable federal, state and County laws and regulations.

The Housing Authority shall administer the funds provided by the City to conduct the services described above. All services to be provided by the Housing Authority are included within the quarterly sum to be paid by the City, and there shall be no additional cost to the City for services provided pursuant to this MOU. In the event of termination of the MOU, as provided herein, the City shall be responsible for all fees incurred through the effective date of termination.

The Housing Authority shall submit quarterly statements to the City identifying the number of hours provided, description of investigative services and associated costs.

6. Notices

Notices provided for in this MOU shall be in writing and shall be addressed to the person intended to receive the same, at the following addresses:

City of Bellflower
MOU Between City and Housing Authority
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The Housing Authority: Carlos Jackson, Executive Director
The Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

The City: Michael J. Egan, City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, California 90706

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. mail or when delivered in person with written acknowledgement of the receipt thereof. The Housing Authority and the City may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

7. Indemnification

The Housing Authority shall be responsible for and shall defend and hold harmless and indemnify the City, its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the Housing Authority arising out of or in connection with the services, work, operation or activities of the Housing Authority, its agents, employees and investigators, in relation to the rendition of services pursuant to this MOU.

The City shall be responsible for and shall defend and hold harmless and indemnify the Housing Authority, the Community Development Commission and the County of Los Angeles, and its elected and appointed officials, employees and agents from all costs and claims for damages whatsoever by any third party relating to or resulting from the actions of the City arising out of or in connection with the services, work, operation or activities of the City, its agents, employees and officials, in relation to the rendition of services pursuant to this MOU.

City of Bellflower
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8. Entire Document

This MOU constitutes the entire understanding and agreement of the parties.

9. Authority

Each of the parties represents and warrants that the person entering into this MOU on behalf of such party is duly authorized to enter into this MOU on behalf of the party.

10. Counterparts

This MOU may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the parties hereto, by their respective officers thereunto duly authorized as follows:

THE HOUSING AUTHORITY OF
THE COUNTY OF LOS ANGELES

By _____
CARLOS JACKSON
Executive Director

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

By _____
Deputy

CITY OF BELLFLOWER

By _____
MICHAEL J. EGAN
City Manager

APPROVED AS TO FORM:
Office of the City Attorney

By _____
City Attorney

ATTEST:

City Clerk



**HOUSING AUTHORITY
of the County of Los Angeles**

Administrative Office

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • TTY: 323.838.7449 • www.lacdc.org



Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

June 25, 2008

Honorable Housing Commissioners
Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Dear Commissioners:

**AUTHORIZE MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING
AUTHORITY AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(ALL DISTRICTS)**

SUBJECT:

This letter recommends approval of a Memorandum of Understanding (MOU) between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services.

IT IS RECOMMENDED THAT YOUR COMMISSION:

1. Recommend that the Board of Commissioners approve and authorize the Executive Director of the Housing Authority to execute an MOU between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services.
2. Recommend that the Board of Commissioners authorize the Executive Director to negotiate and execute future MOUs, including indemnity provisions, between the Housing Authority and the Regents of the University of California, consistent with the availability of funds included in the approved Fiscal Year budget and the programmatic requirements of the funding sources, and subject to approval by the Housing Authority's Risk Manager and County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to renew the MOU between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services.

FISCAL IMPACT/FINANCING:

On June 10, 2008, your Board approved the Housing Authority's Fiscal Year 2008-2009 budget, which includes an allocation of \$430,000 in County general funds for the Cooperative Extension program. In addition, \$30,000 in agency general funds will be used to increase the MOU amount from \$430,000 to \$460,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 1993, the Board of Supervisors transferred the Cooperative Extension program from the County Department of Community and Senior Services to the Community Development Commission. The Commission was identified as an appropriate new home for the program because of the close similarities between its own mission and that of the Cooperative Extension program. Currently, the Cooperative Extension's budget resides within the Housing Authority. For the past 15 years, the County and the Housing Authority have jointly supported the continuation of Cooperative Extension program services.

On June 10, 2008, your Board approved the Housing Authority's Fiscal Year 2008-2009 budget, which included funding for the MOU. The MOU between the Housing Authority and the Regents of the University of California provides County residents with training on subjects such as horticulture, nutrition and gardening, as well as 4-H youth development programming.

The MOU contains a dual indemnification provision at Paragraph 18, which requires the Housing Authority and the Regents of the University of California to indemnify each other for any acts or omissions made by their respective employees. This provision has been approved by the Housing Authority's Risk Manager. In the absence of this indemnification provision, the Regents of the University of California have indicated that they will not enter into the MOU, thus jeopardizing the continuation of the Cooperative Extension program services.

Additional authority is being requested to enable the Executive Director to negotiate and execute future MOUs, including indemnity provisions, between the Housing Authority and the Regents of the University of California to continue Cooperative Extension program services, subject to approval by the Housing Authority's Risk Manager and County Counsel.

The attached MOU has been approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION:

The MOU between the Housing Authority and the Regents of the University of California is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative

Honorable Housing Commissioners

June 25, 2008

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activities that will not have a physical impact or result in any physical changes to the environment. The activity is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential to cause a significant effect on the environment.

IMPACT ON CURRENT SERVICES:

The actions requested will continue services provided to County residents through the Cooperative Extension program.

Respectfully submitted,

for Bobbette A. Glover
CARLOS JACKSON
Executive Director

Attachment: 1

**MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING
AUTHORITY OF THE COUNTY OF LOS ANGELES AND THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

This Memorandum of Understanding (MOU) is made and entered into this 1st day of July 2008, by and between Housing Authority of the County of Los Angeles, hereinafter called the "Housing Authority", and the Regents of the University of California, hereinafter called the "University" or "Contractor" or "Agency".

WITNESSETH THAT:

WHEREAS, the University is qualified by reason of experience, preparation, organization, staffing and facilities to provide the following services to persons residing in housing units owned or managed by the Housing Authority, and the Housing Authority desires the following Services to be provided to its assisted residents in order to further their efforts toward self-sufficiency through the support, operation and maintenance of programs in Expanded Food and Nutrition Education Program (EFNEP), Home Economics, Urban Gardens and Environmental Horticulture, Agriculture, Natural Resources and Environmental Issues, and Senior Initiative (the "Program" or "Services"); and

WHEREAS, the Housing Authority and University agree to cooperate to provide or assist in the provision of Services for the benefit of residents of Housing Authority owned residential properties.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived from the Services, the parties agree as follows:

1. **MEMORANDUM OF UNDERSTANDING.** This MOU consists of this MOU, Attachment A, Project Description and Service Locations; Attachment B, Budget; Attachment C, Position Descriptions; Attachment D, Quarterly and Monthly Progress Reports; Attachment E, Safely Surrendered Baby Information; Attachment F, Jury Service Program Form; Attachment G, Federal Lobbyist Requirements Certification; Attachment H, Earned Income Credit-Notice 1015 Form; Attachment I, Organization Information Form; Attachment J, Vendor's Equal Opportunity Certification Form.
2. **SCOPE OF SERVICE.** The University shall perform all of the Services set forth in Attachment A. The scope of the Services shall be modified each fiscal year.
3. **TIME OF PERFORMANCE.** Said Services of the University are to commence on the date first above written, and shall be completed not later than June 30, 2009.
4. **COMPENSATION AND METHOD OF PAYMENT.** Upon performance of the Services to the satisfaction of the Housing Authority under this MOU, the Housing Authority shall pay the University an amount not to exceed Four Hundred and Sixty Thousand Dollars (\$460,000) from available funds which shall constitute full and complete compensation thereunder provided for the scope of the Services and the implementation of the projects described in Attachment A to this MOU. The amount of compensation provided under this MOU may be modified, on an annual basis, consistent with the time extension provision stated in Section 3, Time of Performance, upon mutual agreement the University and Housing Authority. For payment for the Services rendered under this MOU, University shall submit to the Housing Authority standard monthly invoices which are acceptable to the Housing Authority and which enumerate the Services rendered, the items purchased or to be purchased, and the appropriate budget cost category and line item to which the costs are to be

charged. University shall not request payment for the Services rendered under this MOU in excess of the budget cost categories and line items listed in Attachment B, Budget. Housing Authority will pay University after approval of costs specified in each monthly invoice. Amendment of line items is permissible for unforeseeable expenses that will be incurred.

Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any Services provided by Contractor after the expiration or other termination of this MOU. Should Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for the Services rendered after expiration/termination of this MOU shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this MOU.

5. **ADMINISTRATION.** The Executive Director of the Housing Authority, hereinafter called the "Executive Director", or his designee, shall have full authority to act for the Housing Authority in the administration of this MOU consistent with the provisions contained herein.
6. **COMPLIANCE WITH LAWS.** All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations and directives as they pertain to the performance of this MOU. This MOU is subject to and incorporates the terms of the following: The Housing and Community Development Act of 1974 as amended, 24 Code of Federal Regulations, Part 570; U. S. Office of Management and Budget Circular A-110, and A-122; and the County Auditor-Controller Contract Accounting and Administration Handbook.
7. **ALLOWANCES FOR LEASE OR RENTAL OF SPACE.** The Housing Authority shall approve space requirements necessary for work performed by University staff, located at the Housing Authority's Cesar Chavez facility, using prevailing area rates and space allocations, as established by the Housing Authority at the time of MOU execution.
8. **AFFIRMATIVE ACTION.** The University shall make every effort to ensure that all projects shall provide equal employment and career advancement opportunities for minorities and women. In addition, the University shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly as a result of this project.
9. **CHANGES.** The Housing Authority may, from time to time, request changes to the scope of the Services of the University to be performed hereunder. Such changes, including any increase or decrease in the amount of the University's compensation for eligible and approved program expenses, which are agreed upon by and between the Housing Authority and the University, shall be incorporated into this MOU by written amendments.
10. **CHANGES IN CONTRACT ALLOCATION.** The Housing Authority reserves the right to reduce the contract allocation when the Housing Authority's fiscal monitoring indicates that the University's rate of expenditure will result in unspent funds at the end of the program year. Changes in the contract allocation will be made after consultation with the University. Such changes shall be incorporated into this MOU by written amendments. University representatives shall be available to respond to questions and receive recommendations at community meetings when so requested by the Executive Director or his designee.

11. **JOINT FUNDING.** The Housing Authority shall not pay for any Services provided by the University with funds from other sources or designated for other purposes. All restrictions and/or requirements provided for in this MOU, relative to accounting, budgeting and reporting, apply to all projects regardless of funding sources.
12. **ASSURANCES.** The University hereby assures and certifies that it has complied with all applicable laws, regulations, policies, guidelines and requirements, OMB Circular Nos. A-110 and A-21 and that it will comply with all applicable federal, state and local laws and regulations as they relate to acceptance and use of federal funds for this federally assisted Program. Also, the University gives assurance and certifies with respect to the projects specified in Attachment A, that it will comply with all of the provisions of 24 Code of Federal Regulations 570.303, which pertain to assurances of program applicants. Furthermore, the University gives assurance and certifies that it will comply with provisions of 41 Code of Federal Regulations 60-1.4 and 24 Code of Federal Regulations 135.20, each of which is incorporated herein by this reference.

University further assures and certifies that it will comply with any future amendments or changes to said required assurances and that during the term of this MOU it will maintain current copies of said assurances at the address specified in Section 13 below.

13. **NOTICES.** All notices shall be served in writing. The notices to the University shall be sent to the following address:

Attn: Rachel Surls, County Director
University of California Cooperative Extension
4800 Cesar Chavez Avenue
Los Angeles, CA 90022

Notices, reports and statements to the Housing Authority shall be delivered or sent to the Executive Director or his designee, 2 Coral Circle, Building A, Monterey Park, California 91755.

14. **ASSIGNMENT BY CONTRACTOR.** The Contractor shall not assign its rights or delegate its duties under the MOU, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the MOU, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the MOU shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this MOU to another public agency without the consent of the Contractor.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the MOU which may result in the termination of the MOU. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

15. **TERMINATION AND TERMINATION COSTS.** This MOU may be terminated for convenience or cause at any time by either party upon giving thirty (30) days notice in writing to the other party. Executive Director is hereby empowered to give said notice. The Housing Authority may immediately terminate this MOU upon the termination, suspension, discontinuation or substantial reduction in Housing Authority funding for the MOU activity or if for any reason the timely completion of the work under this MOU is rendered improbable, infeasible or impossible. In such event, University shall be compensated for all the Services rendered which are necessary and reasonable under this MOU and all necessarily incurred costs performed in good faith, in accordance with the terms of this MOU, that have not been previously reimbursed, to the date of said termination, to the extent Housing Authority funds designated for these purposes are available.
16. **FISCAL LIMITATIONS.** The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on Housing Authority funds not presently anticipated. Accordingly, the Housing Authority reserves the right to revise this MOU in order to take into account actions affecting HUD program funding. In the event of funding reduction, the Housing Authority may reduce the budget of this MOU, as a whole or as to cost category, may limit the rate of the University's Housing Authority to commit funds, or may restrict the University's use of its uncommitted and its unexpended funds. Where HUD has directed or requested the Housing Authority to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this MOU, the Executive Director may act for the Housing Authority in implementing and effecting such a reduction and in revising the MOU for such purpose. Where the Executive Director has reasonable grounds to question University's fiscal accountability, financial soundness, or compliance with this MOU, Executive Director may act for the Housing Authority in suspending the operation of this MOU for up to sixty (60) days, upon three (3) days notice to University of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the Housing Authority affect expenditures and legally binding commitments made by the University before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.
17. **EXPENSES FOR ENTERTAINMENT, MEALS OR GIFTS.** University certifies and agrees that it will not incur costs under this MOU to pay for entertainment, meals or gifts.
18. **INDEMNIFICATION.** In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. Housing Authority and University agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth.
19. **CONFLICT OF INTEREST.** The University, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest. To this end, the University will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.

20. **DISCRIMINATION.** No person shall, on the grounds of race, sex, creed, age, handicap, color, religion, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, program or employment supported by this MOU.
21. **STAFF TRAVEL.** Authorized University employees shall be reimbursed for monthly travel expenses solely related to automobile mileage at the current Housing Authority rate of reimbursement. These mileage claims shall reflect travel associated with Housing Authority sites, and Los Angeles County related business; or other locations mutually agreed upon by the Executive Director of the Housing Authority, and the Director of the Cooperative Extension Program. Authorized University employees shall include any Cooperative Extension employees, as approved by the Director of the Cooperative Extension Program, and shall not be limited to University employees whose salaries and benefits are reimbursed pursuant to this MOU.
22. **USE OF FUNDS.** All expenses incurred under this MOU shall be solely for costs approved in Attachment B, of this MOU. Separate financial records shall be kept for each funding source.
23. **FEDERAL LOBBYIST REQUIREMENTS.** The University is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The University must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the University will comply with the Lobbyist Requirements.

Failure on the part of the University or persons/subcontractors acting on behalf of the University to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

24. **HOUSING AUTHORITY DUTIES.** The Housing Authority agrees to:
- A. Provide annually available funds as may be reasonably necessary for the support and maintenance of a Cooperative Extension Program in the County of Los Angeles as listed in Attachment B.
 - B. Maintain documentation of procurement and facilitate the purchasing and payment of expenses for the cost category line-items and amounts listed in Attachment B, entitled Budget, of this MOU. Furthermore, the Housing Authority shall maintain financial documentation of goods or the Services paid for with federal funds received by the Housing Authority pursuant to the Acts.
 - C. Reimburse University salaries and benefits as follows: One-hundred (100%) percent of the salary and benefits for a Management Services Officer; One-hundred (100%) percent of the salary a 4-H Computer Specialist in the main (Cesar Chavez) office; and, fifty (50%) percent of the salary and benefits for an Administrative Assistant in the Lancaster Office. Reimbursement will be granted upon the Housing Authority's receipt and approval of time sheets signed by each employee in the positions listed above, and their supervisor, and completed requests for reimbursement. Reimbursement will be in accordance with the Budget and will not exceed the Budget, Attachment B.

25. **UNIVERSITY DUTIES.** The University agrees to:

- A. Make available for inspection its performance, financial and all other records pertaining to performance of this MOU to authorized Housing Authority personnel, and allow said Housing Authority personnel to inspect and monitor its facilities and program operations, including the interview of University staff and program participants, as required by the Housing Authority. The University agrees to submit all data that are necessary to complete the Annual Grantee Performance and Evaluation Report and monitor program accountability and progress, in the format and at the time designated by the Executive Director or his designee.
- B. Establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook.
- C. Make available all Program data necessary to provide Program progress reports to citizens of the County of Los Angeles. Furthermore, the University shall conduct public meetings, as necessary, to elicit public comments on the Programs offered under this MOU, and be adequately apprised of citizen recommendations made during the course of the Program.
- D. Make available for inspection and audit to the Housing Authority's representatives, upon request, at any time during the duration of this MOU, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this MOU, whether or not such monies are received through Housing Authority. The University shall maintain all books and records relating to this MOU at a location within the County of Los Angeles. Failure of University to comply with the requirements of this Section shall constitute a material breach of this MOU upon which Housing Authority may cancel, terminate or suspend this MOU.
- E. Prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the Housing Authority. University shall submit to the Executive Director, or his designee, quarterly reports, due in October, January, April and July of each year, on the financial status and activities and accomplishments of the Cooperative Extension Program ("Program") in the County. University shall also maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as is considered necessary by the Housing Authority. University will ensure that its employees and representatives furnish such information, which, in the judgment of Housing Authority representatives, may be relevant to a question of compliance with contractual conditions with the Housing Authority or granting agency directives, or with the effectiveness, legality and achievements of the Program.
- F. Maintain financial documentation for all mileage expenses. Furthermore, University shall maintain a mileage expenditure policy identifying positions eligible for mileage reimbursement, the rate of reimbursement, not to exceed the current Housing Authority rate per mile rate and documentation requirements such as mileage log sheets.
- G. Maintain an inventory of all office equipment and furniture purchased, leased or maintained with Housing Authority funds.
- H. Maintain a lease agreement or similar agreement for all office space paid with Housing Authority funds.

- I. Provide, at regular intervals, copies of original time sheets, signed by each employee, and requests for reimbursement of the following University employees: one-hundred percent (100%) of the salary and benefits for a Management Services Officer; one-hundred percent (100%) of the salary a 4-H Administrative Assistant in the main (Cesar Chavez) office; twenty-five percent (25%) of the salary and benefits of an Administrative Assistant in the main (Cesar Chavez) office; twenty five percent (25%) of the salary and benefits of a Program Representative in the main (Cesar Chavez) office; and fifty percent (50%) of the salary and benefits for an Administrative Assistant in the Lancaster Office.
- J. To the greatest extent feasible, training opportunities should be extended to low-and moderate-income persons residing within the community where the Program is located or the place where the Services are rendered and for contracts awarded to local businesses.
- K. Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

1. LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Housing Authority, the County of Los Angeles ("County") and the Community Development Commission of the County of Los Angeles ("Commission"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

2. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
3. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Housing Authority.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Housing Authority.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Housing Authority.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Housing Authority.

Contractor shall furnish the Housing Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Agreement.

The University self-insures in general and automobile liability risks and thus does not provide endorsements.

1. The Housing Authority, the Commission, County and their officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of activities performed by the University, including products and completed operations, premises owned, leased, or used, and automobiles owned, leased, hired, or borrowed;
2. The insurance coverage shall be primary insurance with respect to the Housing Authority. Any insurance or self-insurance maintained by the Housing Authority, its officials, employees, or volunteers shall be in excess to the University's insurance and shall not contribute with it;
3. Coverage's shall state that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or limit except when 30 days prior written notice has been given to the Housing Authority. Where the University is completely self-insured for any of the required coverage's, or where deductibles or self-insured retention's exceed the limits of required coverage's, evidence of a formal funded program or self-insurance will be accepted in lieu of commercial insurance. University shall fully protect the Housing Authority in the same manner as their interest would have been protected had commercial insurance been in effect. No Housing Authority funds will be encumbered or reimbursed under this MOU until all insurance requirements have been met and evidence of said insurance, consisting of certificates of insurance and original endorsements, as required, have been reviewed and approved as being sufficient by the Housing Authority.

26. **HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN.** The Housing Authority or its agents will evaluate University's performance under this MOU on not less than an annual basis. Such evaluation will include assessing University's compliance with all contract terms and performance standards. University deficiencies, which the Housing Authority determines as severe or continuing and that may place performance of the MOU in jeopardy if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action to be taken by the Housing Authority and the University. If improvement does not occur consistent with the corrective action measures, Housing Authority may terminate this MOU or seek other remedies as specified in the MOU.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this MOU will be terminated at the end of the current year or will be continued into the next contract year.

27. **UNIVERSITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM.** University acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from Housing Authority through contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon taxpayers.

As required by the Housing Authority's Child Support Compliance Program and without limiting Contractor's duty under this MOU to comply with all applicable provisions of law, University warrants that it is now in compliance and shall during the term of this MOU maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

28. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM.** Failure of University to maintain compliance with the requirements set forth in Paragraph 28, "University's Warranty of Adherence to the Housing Authority's Child Support Compliance Program" shall constitute a default by the University under this MOU. Without limiting the rights and remedies available to the Housing Authority under any other provision of this MOU, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Commissioners may terminate this Agreement pursuant to Paragraph 15, "Termination and Termination Costs".

29. **GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

30. **POST L.A.'s MOST WANTED PARENTS LIST.**

University acknowledges that the Housing Authority places a high priority on the enforcement of child support laws and the apprehension of child support evaders. University understands that it is Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

31. **TERMINATION FOR IMPROPER CONSIDERATION.**

The Housing Authority may, by written notice to the University, immediately terminates the right of the University to proceed under this MOU if it is found that consideration, in any form, was offered or given to University, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this MOU or securing favorable treatment with respect to the award, amendment or extension of this MOU or the making of any determinations with respect to the University's performance pursuant to this MOU. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the University as it could pursue in the event of default by the University.

The University shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service the provision of travel or entertainment, or tangible gifts.

32. **INDEPENDENT CONTRACTOR.**

This MOU does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the University.

33. **WAIVER.**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

34. **FAILURE TO MAINTAIN INSURANCE.**

Failure on the part of the Contractor to procure or maintain insurance required by this MOU shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this MOU.

35. **EMPLOYEES OF CONTRACTOR.**

Workers' Compensation: Contractor understands and agrees that all persons furnishing the Services to the Housing Authority pursuant to this MOU are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with the Services provided to the Housing Authority under this MOU.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing the Services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after the Contractor receives reports of harassment.

36. **DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA.**

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

37. **SAFETY STANDARDS AND ACCIDENT PREVENTION.**

The Contractor shall comply with all applicable federal, state and local laws, governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the MOU.

38. **ACCESS AND RETENTION OF RECORDS.**

Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this MOU for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of three years (3) after the Housing Authority pays final payment and other pending matters are closed under this MOU.

39. **CONFLICT OF INTEREST.**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this MOU, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this MOU and during its term as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this MOU by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

40. **SEVERABILITY.**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the MOU and shall in no way affect, impair or invalidate any other provision contained herein. If any such

provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

41. **INTERPRETATION.**

No provision of the MOU is to be interpreted for or against either party because that party or party's legal representative drafted such provision, but this MOU is to be construed as if drafted by both parties hereto.

42. **COMPLIANCE WITH LAWS.**

The Contractor agrees to be bound by applicable federal, state and local laws, regulation, and directives as they pertain to the performance of this MOU. This MOU is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this MOU is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section of the Clean Water Act (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance training and licensing pursuant to the Services required with this Agreement.

The Contractor shall comply with the following laws in Sections 23, 27-30 and 43-53, inclusive.

43. **CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS).**

Contractor shall comply with the Civil the Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

44. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.**

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

45. **AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973.**

Contractor shall comply with the Act Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this MOU on the basis of age or with respect to an otherwise qualified handicapped individual.

46. **EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS).**

Contractor shall comply with Executive Order 1146 and 11375, Equal Opportunity in Employment, which requires that during the performance of this MOU, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitation or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provide by the agency of the Contractor's commitments under Section 202 of Executive Order No 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant order of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this MOU or with any of such rules, regulations or orders, this MOU may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions a be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontractors or purchase order as Housing Authority may direct as a means of enforcing such provision including sanction for noncompliance, provided however, that in the event the Contractor becomes involved in or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

47. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.**

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

48. **USE OF RECYCLED-CONTENT PAPER PRODUCTS.**

The Contractor agrees to use recycled- content paper to the maximum extent possible on the Project.

49. **CONTRACTOR RESPONSIBILITY AND DEBARMENT.**

- A. A responsible contractor is a contractor, consultant, vendor or operating agency that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.
- C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Housing Authority, Community Development Commission of the County of Los Angeles ("Commission"), or the County of Los Angeles ("County") or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and sub-consultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

50. JURY SERVICE PROGRAM.

- 1. Unless Contractor has demonstrated to the Authority's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the

Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform the Services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

51. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment E of this MOU and is also available on the Internet at www.babysafela.org for printing purposes.

52. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post

this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

53. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in the attached *Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

54. ENTIRE AGREEMENT.

This Agreement with attachments consists of 40 pages and constitutes the entire understanding and agreement of the parties. This Agreement includes the following attachments:

- A. Project Description and Service Location
- B. Budget
- C. Position Descriptions
- D. Quarterly and Monthly Progress Reports
- E. Surrendered Baby Law Fact Sheet
- F. Jury Service Program Form
- G. Federal Lobbyist Requirements Certification
- H. Earned Income Credit – Notice 1015
- I. Organization Information Form
- J. Vendor's Equal Employment Opportunity Certification Form

SIGNATURES

IN WITNESS WHEREOF, the Housing Authority of the County of Los Angeles and the Regents of the University of California have caused this Memorandum of Understanding to be executed, through their authorized officers on this _____ day of _____, 2008.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

By: _____
CARLOS JACKSON
Executive Director

APPROVED AS TO PROGRAM

HOUSING MANAGEMENT DIVISION

By: _____
MARIA BADRAKHAN,
Director

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

FOR THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

APPROVED AS TO FORM:
CAROL BERMAN
Contracts & Grants Coordinator

By: _____

UNIVERSITY OF CALIFORNIA
COOPERATIVE EXTENSION

By: _____
RACHEL SURLS
County Director